



GSA National Capital Region

August 10, 2016

Callahan Enterprises
Attn: James G. Callahan
570 Mayo Road
Edgewater MD 21037

REFERENCE: Contract Number **GS-11-P-16-YT-C-7163**, **Out Buildings Roof Replacement at the DOE, Germantown Headquarters Auditorium**, 19901 Germantown Road, Germantown, MD

Dear Mr. Callahan:

Your proposal dated July 5, 2016, submitted in response to the above referenced solicitation has been accepted in the amount of **\$721,054.00**. Contract number **GS-11-P-16-YT-C-7163** and the payment and performance bond forms are enclosed. The enclosed signed copy of the contract is to be retained by you. You are required to submit a certificate of insurance and payment bond within Ten (10) calendar days. Notice to proceed will be issued after review and acceptance of bond and receipt of your certificate of insurance.

Mr. Walter Mills is designated as the Contracting Officer's authorized technical representative for this project. A COR letter delegating authority to Mr. Mills is enclosed for your records.

The ability to maintain a security clearance is also required. In accordance with the Homeland Security Presidential Directive-12 (HSPD), included in your contract, you are required to submit your HSPD-12 suitability documentation for all employees working under this contract. Details regarding the HSPD-12 process were provided in the RFP. Please submit your HSPD-12 documentation to this office within 10 calendar days. Escorts will be provided during the performance of all work pending the results of the suitability determinations for your employees.

If you have any questions concerning the above, you may contact Keona Singletary, Contract Specialist, on telephone number (202) 740-2393 or by e-mail Keona.Singletary@gsa.gov.

Sincerely,

(b) (6)

Brandy Thomas
Contracting Officer (WPH1AA)

Enclosure
Contract

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	GS-11-P-16-YT-C-7041	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	04/20/2016	1 2

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
GS-11-P-16-YT-C-7163	EQWPMF-16-5121	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
OFFICE OF ACQUISITION, EAST REPAIR & ALTERATIONS CONTRACTS BRANCH - NCR 300 7TH & D STREET SW WASHINGTON, DC 20407 United States	WPHBC	OFFICE OF ACQUISITION, EAST REPAIR & ALTERATIONS CONTRACTS BRANCH - NCR 300 7TH & D STREET SW WASHINGTON, DC 20407 United States

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (include area code) (NO COLLECT CALLS)
	Keona Singletary	202-205-5274

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)

Out Buildings Roof Replacement

Partnership agreement between the U.S. Small Business Administration and the General Services Administration (GSA)

This offer has been accepted by the Small Business Administration with the referenced WMADO requirement:

0373/16/602799/01

Committed

REVIEWED

By MarcelGBorde at 5:12 pm, Aug 01, 2016

11. The contractor shall begin performance within <u>1</u> calendar days and complete it within <u>90</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____).
--

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.)	12b. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 14:00 (hour) local time 05/02/2016 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☒ is, ☐ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

Callahan Construction Company, Inc.
DBA Callahan Enterprises
570 Mayo Road
Edgewater, MD 21037

15. TELEPHONE NUMBER (Include area code)

410-798-0740

16. REMITTANCE ADDRESS (Include only if different than Item 14.)

Same as #14.

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS

\$721,054.00 Seven hundred twenty-one thousand fifty-four dollars and no/100.

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NUMBER										
DATE										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20b. SIGNATURE

20c. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

Contractor's proposal dated July 5, 2016

22. AMOUNT

\$721,054.00

23. ACCOUNTING AND APPROPRIATION DATA

Please see attached

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)ITEM
27

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ()☒ 41 U.S.C. 3304(a) (5)

26. ADMINISTERED BY

WPHBC

27. PAYMENT WILL BE MADE BY

OFFICE OF ACQUISITION, EAST REPAIR &
ALTERATIONS CONTRACTS BRANCH - NCR
300 7TH & D STREET SW

OFFICE OF ACQUISITION, EAST REPAIR & ALTERATIONS
CONTRACTS BRANCH - NCR
300 7TH & D STREET SW

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☒ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☒ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)

James G. Callahan, President

31a. NAME OF CONTRACTING OFFICER (Type or print)

Brandy Thomas

30b. SIGNATURE

30c. DATE

07/05/2016

31b. UNITED STATES OF AMERICA

31c. DATE

8/11/2016

STANDARD FORM 1442 (REV. 8/2014) BACK

ERIN MCGEE

Digitally signed by ERIN MCGEE
DN: c=US, o=U.S. Government, ou=General
Services Administration, cn=ERIN MCGEE,
o=9.2342.19200300.100.1.1=47001000013411
Date: 2016.08.04 15:52:56 -0400

SF1442 List of Accounting Strings

Accounting String	Amount Obligated
EN-GS-11-P-16-YT-C-7163.2016.192X.11.P11B0001.PG54.PG413.N20.RMD83765.MD0538AJ.012.....RMD83765MD0538AJ.CIPIMP.1..	\$151,018.00
EN-GS-11-P-16-YT-C-7163.2016.192X.11.P11B0001.PG54.PG413.N20.RMD83766.MD0539AJ.011.....RMD83766MD0539AJ.CIPIMP.2..	\$207,968.00
EN-GS-11-P-16-YT-C-7163.2016.192X.11.P11B0001.PG54.PG413.N20.RMD83767.MD0540AJ.017.....RMD83767MD0540AJ.CIPIMP.3..	\$362,068.00

INVOICING INSTRUCTIONS

Please forward a copy of the invoice to PNConstructionInvoices@gsa.gov to ensure prompt payment. Please submit the original invoice to the contracting officer representative (COR), Walter Mills, at walter.mills@gsa.gov. Please ensure the pegasys document number (PDN) and contract and/or order number is on each invoice submitted for payment.

NOTE: An invoice will be considered valid when the following conditions are met:

1. The contractor submits the original invoice, schedule of values, and certified payrolls to the COR.
2. The invoice indicates the assigned ACT or PDN.
3. The remittance address on the invoice should match the remittance address on the award document.

Any invoice that does not meet these three conditions will be rejected. Once a valid invoice is received, it will be reviewed and payment will be authorized if the supplies/services have been received and accepted by the Government.

Please contact the following individuals if you have any questions or concerns:

Contract specialist, Keona Singletary - keona.singletary@gsa.gov

Project Manager, COR, Walter Mills - walter.mills@gsa.gov, 240-832-2858

A notice to proceed (NTP) will be issued upon receipt of all required bonds, insurance, and security clearance forms (if necessary).

ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
0001	<p>Out Buildings Roof Replacement: Old Equipment Shed,, New Equipment Shed and the Boiler House (U Building)</p> <p>Demolish the existing roof systems including ballast, insulation, membrane and provide a complete new roof system for each building as per attached Scope of Work dated 1/7/2016. Services shall be completed in accordance to the statement of work, agreement, contractor's proposal dated July 5, 2016 and the terms and conditions of the contract. The duration of services is approximately 90 calendar days after receipt of the notice to proceed. All modifications to the contract shall be authorized by the Contracting Officer.</p> <p>PoP: 08/10/2016 - 11/10/2016</p>	1	LS	\$721,054.00	\$721,054.00

PROJECT DESCRIPTION

I. PROJECT IDENTIFICATION

- A. PROJECT TITLE: Out Buildings Roof Replacements
- B. BUILDING: DOE Headquarters Auditorium Building
- C. LOCATION: 19901 Germantown Road, Germantown, MD 20874
- D. PROJECT CONTROL NO.: RMD83765
- E. GSA WORK ITEM NO.: 1003
- F. ESTIMATED CONTRACT AWARD AMOUNT: \$

II. BACKGROUND

The Old Equipment Shed, New Equipment Shed and the Boiler House (also known as the "U-Building" are satellite buildings (also referred to as "Out Buildings") on the campus of the Department of Energy's Germantown Headquarters. The three buildings are experiencing water leaks through the existing roofs, all of which are past their useful lives, and suffering various degrees of damage as a result of the water infiltration. All three buildings require replacement of their roofs to mitigate further damage to the interior of the buildings.

III. PROJECT DESCRIPTION

Demolish the existing roof systems including ballast, insulation, membrane, etc. and provide a complete new roof system for the entire building including but not limited to hot applied membrane, insulation, ballast, flashing, edge covers and trim, drain covers (where required or specified) and pavers (where required or specified).

IV. SCOPE OF CONSTRUCTION SERVICES

The Contractor shall perform all services described herein and all services incidental thereto as required under the contract. The Contractor shall conduct adequate research, site investigation and building survey to enable verification of the project intent and ensure the installation of the new roof system is conducted with only minimal disruption. The descriptions below apply to each of the three buildings unless specific directions are provided limiting the work to a specific building.

A. Architectural Requirements:

1. Demolish existing roof system.
 - a. Clean existing drains and verify functionality.
2. Clean substrate.
3. Apply new SBS Modified Hot Applied Roof Membrane
 - a. Use minimum 6" insulation ensuring roof slopes to drains..
 - b. Match ballast to main building as closely as reasonable considering cost and proximity to the main building.
 - c. Provide new drain covers for the Boiler House (U-Building).
 - d. Provide pavers for the Boiler House (U-Building).

B. Structural Requirements:

1. Provide all structural work such as penetrations, supports, equipment pads, etc. to support the installation of the new roof system including calculations/evaluations for temporary construction loads, new loads such as additional pavers, roof mounted equipment, or other unanticipated conditions such as deteriorated decking or substrate.

C. Mechanical Requirements

1. Provide any required mechanical support for the successful completion of this project.

D. Electrical Requirements

1. Provide any required electrical support for the successful completion of this project.

E. Estimating Requirements: NA

F. Fire and Life Safety Requirements

1. The use of fuel fire tar kettles on the roof is prohibited. Contractor shall utilize rubberized asphalt melter in accordance with GSA Safety, Environment and Fire Protection Branch policy.
2. Follow the requirements as described under section "Criteria Governing Design": Safety and Health Section 01546
3. Submit a Safety Plan and Activity Hazard Analysis for review and approval.

G. Environmental Requirements

1. Conduct a prealteration hazardous materials assessment for the project. Contact the Facilities and Operations Office at the Department of Energy at (301) 903-7050 for existing documentation on the presence of hazardous materials in the Auditorium Building. Contact Michael Watkins or Kenneth Schoultz at this office. Also contact Sam Schrecongost, Phone (202) 205-3944 of GSA, NCR Life Safety Division for possible additional information.
2. If any asbestos is discovered during inspection or survey, it should be identified in the specification for the construction contractors and shall be removed by the construction contractor as per GSA requirements.
3. Any lead based paint materials, which may be damaged, chipped, scraped shall be properly controlled under the GSA regulations.
4. All roofing work must be conducted in compliance with GSA Asbestos Roofing Specification (02085R).
5. Follow the requirements as described under section "Criteria Governing Design"

Safety and Health

Section 01546

Asbestos Abatement Procedures

Section 02085

H. General Requirements

1. All work, including survey and investigation on site, shall be coordinated with and approved by the following:

Walter Mills
Project Manager
General Services Administration
Field Office
DOE Germantown, MD 20874
(301) 903-8542

Tenant Agencies:
Michael Watkins
Facilities and Operations Office
Department of Energy
19901 Germantown Road
Germantown, MD 20874.
(301) 903-7050

V. CRITERIA GOVERNING DESIGN

- A. Services to be performed by the Contractor under this Scope of Work shall conform to the latest issues of the following criteria, as applicable, as of the date of the Notice to Proceed.

1. Government Requirements
 - a) PBS-P100 Facilities Standards for the Public Buildings Service,

- b) PBS-PQ 250 – Value Engineering Program Guide for Design and Construction, Volume 1
- c) PBS-PQ 260 – Metric Design Guide.
- d) PBS-P 3440.5 – Project Estimating Requirements
- e) PBS-P 3440.7 – Estimating Construction Modifications
- f) PBS-P 5800.36 “Real Property Management and Safety Policy Handbook,”
- g) Life-Cycle Costing Manual for the Federal Energy Management Program, (NIST Handbook 135).
- h) Instructions for Developing Construction Cost Estimates,
- i) “General Guide for Editing Specifications”
- j) AIA Masterspec Specifications with GSA Division One Supplements and the following GSA Regional Specifications:

- Supplementary Instruction to Bidders Section 00120
- Supplementary Conditions Section 00800
- Competency Clauses-series
For bidder and all specialists Section 00900
- Safety and Health Section 01546
- Asbestos Abatement Procedures Section 02085
- Asbestos Abatement Roofing
Removal Procedures Section 02085R
- Removal and Incineration of
Fluorescent Light Ballast's Section 02089
- Removal and Disposal of Lead
- Based Paint Section 02090
- Firestopping Section 07270
- Supplemental Mechanical Specifications provided
through AIA Arcom

NOTE: If this project requires specifications not provided by the AIA Arcom, GSA supplements or the specifications listed above, prepare specifications for those sections following the Construction Specification Institute (CSI) format and GSA’s “General Guide for Editing Specifications.”

- k) Leadership in Energy and Environmental Design (LEED) of the U.S. Green Building Council.

- l) Environmental Management Technical Guides, GSA Safety and Environmental Branch.
- m) HUD document; "Lead Based Paint Interim Guidelines for Hazard Identification and Abatement" dated June 1995.
- n) Metric Guide for Federal Construction.
- o) Preferred Metric Units for General use by the Federal Government, Federal Standard 376B, January 27, 1993.
- p) Federal Property Management Regulations (FPMR), Temporary Regulation D-76.
- q) Energy Policy Act of 1992 (PL 102-486).

2. Codes/Standards/Regulations

- a) The Public Buildings Amendments of 1988, Public Law 100-678, section 21, requires that for new construction and renovation projects, GSA shall, to the maximum extent feasible, be in compliance with one of the nationally recognized model building codes and with other applicable nationally recognized codes. The current edition of each applicable code, in effect at the time the design contract is awarded, shall be used throughout the project's design and construction. The GSA National Capital Region (NCR) uses the following code on all projects:
 - (1) International Building Code (IBC) maintained by the International Code Council (ICC).
- b) For all projects, the egress requirements of the National Fire Protection Association (NFPA 101), Life Safety Code shall apply in lieu of other code references.
- c) For all projects, the electrical requirements of the National Fire Protection Association (NFPA), National Electric Code, have been adopted by GSA in lieu to the technical electrical requirements of the ICC Electrical Code.
- d) International Mechanical Code (IMC).
- e) International Plumbing Code (IPC).
- f) Occupational Safety and Health Regulations for Construction; 29 CFR, Parts 1926 and 1910.
- g) Environmental Protection Agency Regulations.

- h) Uniform Federal Accessibility Standards (UFAS) is mandatory on all GSA projects. Current GSA policy also encourages compliance with the requirements of the American with Disabilities Act Accessibility Guidelines (ADAAG) where those requirements are stricter than UFAS. The A/E is responsible for checking whether there are local accessibility requirements. If they exist, the most stringent will prevail between local and UFAS/ADA.
 - i) Applicable local codes and regulations.
 - j) National Fire Protection Association (NFPA) Standards.
 - k) Washington Suburban Sanitary Commission (WSSC) - MD Plumbing Codes.
- (1) Memorandum of Understanding between the General Services Administration and the Washington Suburban Sanitary Commission dated 3/31/96, if applicable to project.

2. Industry Standards

- a) Occupational Safety and Health Standards.
- b) American National Standards Institute (ANSI) Publications.
- c) The Institute of Electrical and Electronics Engineers (IEEE), Inc., Publications.
- d) National Electrical Manufacturers Association (NEMA) Publications.
- e) Mechanical Standards reference in GSA PBS - P100.

NOTE: When conflicts in the above list occur, the A/E shall notify the Government and the GSA Project Manager will acquire the necessary interpretation and guidance for the A/E.

VI. SUBMISSIONS & MEETINGS

- A. Prepare drawings in accordance with the GSA NCR Technical Requirements and Criteria Governing Design. Provide drawings for review prior to the start of demolition.

- B. Attend a pre-construction meeting and provide an overview of the project and discuss any issues and comments related to the project. Provide a Construction Schedule (Gant type chart) for distribution and discussion. If changes are required, promptly modify the construction documents.

VII. **FEE AND PAYMENT** : The Contractor will submit invoices according to the following schedule:

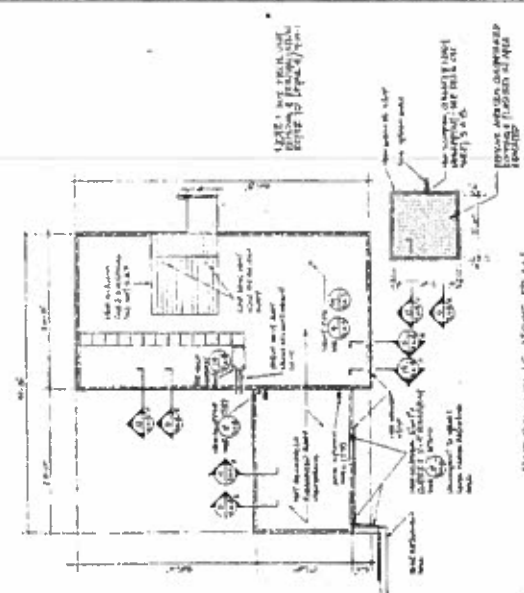
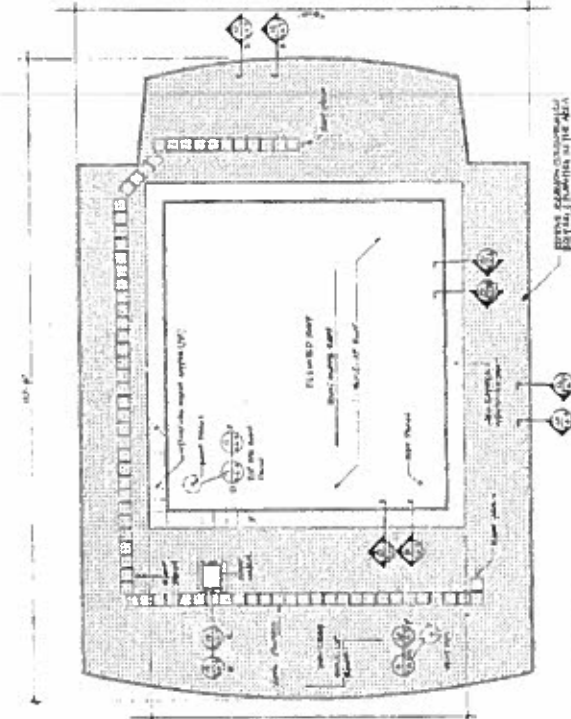
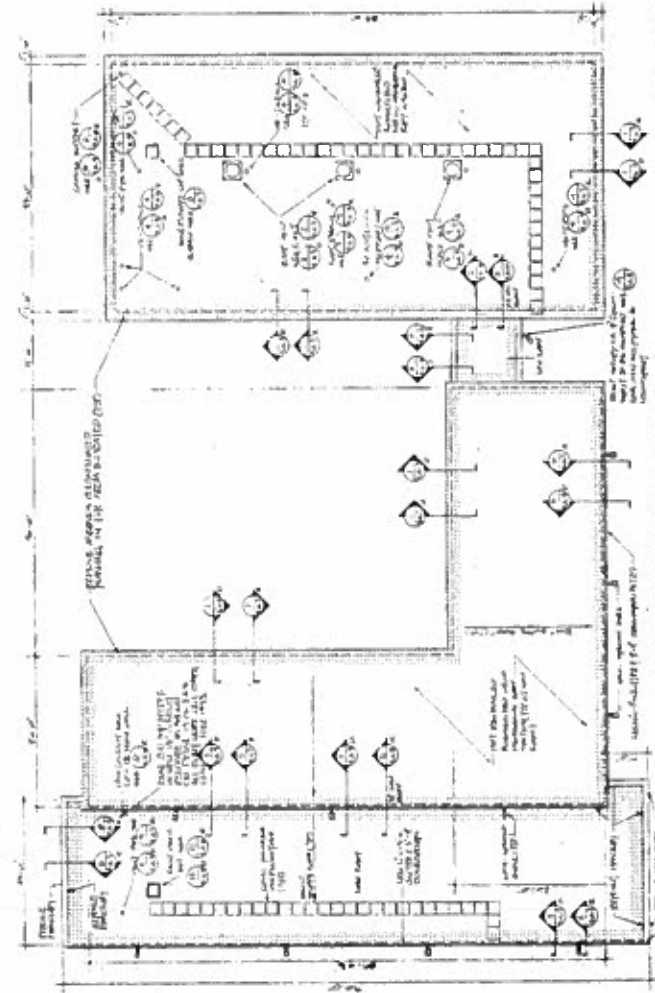
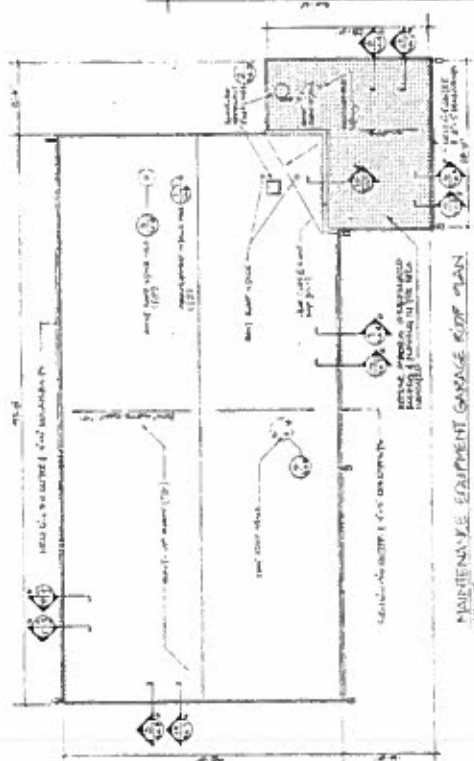
- A. In consideration of the Contractor's performance of the services required under this Work Order, the Government shall pay a fixed fee of \$xx,xxx.
- B. Requisition for payment may be submitted on a monthly basis subject to approval and evaluation of progress by the COR
- C. Prior to final payment under this Work Order, the Contractor shall furnish the Government with a release of all claims against the Government under the applicable portions of this contract, other than such claims as the Contractor may except by description and stated amount of each claim.

End of Scope of Work

ATTACHMENT A
DRAWING
BUILDING ROOF PLANS



DEPARTMENT OF ENERGY
CHIEF FACILITIES & OPERATION DIV.
19901 GERMANTOWN ROAD
GERMANTOWN MD.



NOTE: REFER TO #141 FOR THE BOOTH HOUSE
STRUCTURAL ROOF FRAMING PLANS &
ELECTRICAL LOCATIONS. TOTAL INCHES 2x4s

Construction Contract for [Out Buildings Roof Replacement] The Agreement

Table of Contents

I. Project Information

- A. Project Summary
- B. The Contract
- C. Period of Performance
- D. Work Conditions/Site Requirements
- E. Authorized Representative
- F. Liquidated Damages Rate
- G. Buy American Exceptions
- H. Statement of Work, Specifications, Drawings, Exhibits and Other Attachments

II. Prices

- A. Basis of Pricing
- B. Contract Price Form

III. Terms and Conditions

- A. Commencement, Prosecution, and Completion of Work
- B. Contractor Responsibilities
- C. Contractor Management and Personnel
- D. Project Schedule
- E. Extensions of Time
- F. Interpretation of Specifications and Drawings
- G. Submittals
- H. Substantial Completion and Contract Completion
- I. Use and Possession Prior to Substantial Completion
- J. Finality of Contract Modifications
- K. Liquidated Damages
- L. Insurance Requirements
- M. Order of Precedence
- N. Administrative Matters
- O. Non-Compliance with Contract Requirements
- P. Safeguarding Sensitive Data and Information Technology Resources
- Q. Options and Allowances
- R. Additional Terms and Conditions

IV. Contract Clauses

- A. Clauses Incorporated in Full Text
- B. Clauses Incorporated by Reference
- C. Subcontract Requirements

I. Project Information

I.A. Project Summary

[Demolish the existing roof systems and provide a complete new roof system for the entire building.]

I.B. The Contract

(1) The Contract consists of the SF 1442, the Agreement, the Statement of Work, Specifications, Drawings, Exhibits, Amendments, Modifications, and other Attachments identified herein (collectively, the Contract Documents). The Contract contains the entire agreement of the Parties, and no prior written or oral agreement, express or implied, shall be admissible to contradict or modify any part of the Contract.

(2) The Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution of the work described in and reasonably inferable from the Contract Documents (the Work), whether temporary or permanent. In consideration for, and upon condition of, the Contractor's completion of the Work, GSA shall pay the Contractor the price or prices established in Section II, subject to the terms and conditions set forth in this Contract.

I.C. Period of Performance

(1) *Commencement.* The Contractor shall commence performance of the Work within 10 days after the Contractor receives the Notice to Proceed (NTP).

(2) *Substantial Completion.* The Contractor shall achieve Substantial Completion of the Work, as that term is defined in this Agreement, no later than calendar days from issuance of Notice to Proceed (NTP).

(3) *Contract Completion.* The Contractor shall achieve Contract Completion, as the term is defined in this Agreement, within 90 calendar days of Substantial Completion.

I.D. Work Conditions/Site Requirements

I.E. Authorized Representative

(1) This Contract is between the United States of America, acting by and through the Administrator of General Services (GSA), and the Contractor (the Parties). References in this Contract to "the Owner" or "the Government" shall be understood to refer to GSA. The following individual is designated as the only authorized GSA representative under this Contract, unless other warranted contracting officers are designated in writing:

Contracting Officer

Name: Brandy Thomas

Address: 301 7th Street, SW, Rm. 7080, Washington, DC

Telephone: 202-330-2146

Email: Brandy.thomas@gsa.gov

GSA Contract No. GS-11-P-16-YT-C-7041

(2) GSAR 552.236-71, Authorities and Limitations, is incorporated by reference in this Contract.

I.F. Liquidated Damages Rate

In accordance with the "Liquidated Damages" clause in Section III (Terms and Conditions), liquidated damages shall be calculated at the rate of \$ 0 per calendar day.

I.G. Buy American Exceptions

For the applicable Buy American clause and any exceptions, see Section IV of this Agreement.

I.H. Statement of Work, Specifications, Drawings, Exhibits, and Other Attachments

The following documents are incorporated by reference into this Contract.

[

- (1) Statement of Work for Contract No. GS-11-P-16-YT-C-7041, Dated 1/7/2016
- (2) Specifications for Contract No. GS-11-P-16-YT-C-7041, Dated 1/7/2016
- (3) Construction Drawings for Contract No. GS-11-P-16-YT-C-7041, Dated 1/7/2016
- (4) Wage Determination MD160058, Dated 2/19/2016, MD58

II. Prices

II.A. Basis of Pricing

(1) *Contract Prices.* All Contract prices set forth in this Section include all costs necessary to complete the work for which the price is established (e.g., Base Contract, Unit Price, Options) in accordance with the Contract Documents, including, but not limited to, the cost of work performed by subcontractors and consultants, indirect costs, fees, expenses, taxes, and profit.

(2) *Knowledge of Conditions Affecting Price.* FAR 52.236-3, Site Investigations and Conditions Affecting the Work, is incorporated by reference in this Contract. The Contractor shall be presumed to have established all prices with knowledge of general and local conditions that may affect the cost of Contract performance at the site where the Work is to be performed, to the extent that such information is reasonably obtainable.

(3) *Unit Prices and Allowances.* If any portion of the Work is to be performed on a unit price basis, the Unit Price shall include all costs of coordinating and incorporating the unit-priced portion of the Work into the Base Contract Work. The Contractor shall only be obligated to perform unit-priced work to the extent that an Allowance has been established. The Contractor shall be obligated to perform such work in excess of a unit quantity for which an Allowance is established only if directed by the Contracting Officer in writing. The Contractor shall be bound to the unit price or prices set forth herein in all equitable adjustments for changes including unit priced work, and no markups shall be applied to such unit prices.

(4) *Options.* If any portion of the Work is to be performed upon the timely exercise of an Option, the Option Price shall include all costs of coordinating and incorporating the Option-priced portion of the Work into the Base Contract Work. An adjustment to the Contract price for such additional work shall be computed solely on the basis of the Option price or prices set forth

GSA Contract No. GS-11-P-16-YT-C-7041

herein. Unless otherwise specified, all options may be exercised within 90 days of Contract award.

(5) **Bid Rates.** If this Contract includes Bid Rates to be used in determination of equitable adjustments (e.g., overhead, profit, daily rates for time-related costs), such rates shall be deemed to include all costs recoverable as components of an equitable adjustment consistent with the requirements, definitions, and exclusions applicable to equitable adjustments set forth in this Contract, and consistent with the Contractor's cost accounting practices. Unless otherwise specified, the bid rates shall be deemed to include only the Contractor's costs, and not the costs of any subcontractors.

II.B. Contract Price Form

The price form will be attached to SF 1442. Please provide a detailed breakdown of each line item costs.]

CLIN	ITEM	PRICE
1	Labor	\$ (b) (4)
2	Material	\$
3	Overhead	\$
4	Profit	\$
5	Bond	\$
6	Total Contract Price	\$ 721,054.00

III. Terms and Conditions

III.A. Commencement, Prosecution, and Completion of Work

FAR 52.211-10, Commencement, Prosecution, and Completion of Work, is supplemented as follows:

The Contractor shall not commence the Work until the Contracting Officer has issued NTP. The Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of the Work, as defined in Section III (Terms and Conditions), "Substantial Completion and Contract Completion" clause, within the time specified in Section I (Project Information), "Period of Performance" clause. If the Contract specifies different completion dates for different phases or portions of the Work, the Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of such phases or portions of the Work within the times specified.

III.B. Contractor Responsibilities

- (1) Unless otherwise expressly stated in the Contract, the Contractor shall be responsible for all means and methods employed in the performance of the Contract.
- (2) The Contractor shall be responsible for providing professional design services in connection with performance of the Work or portions of the Work only if this responsibility is expressly stated and the Contract Documents provide the performance and design criteria that such services will be required to satisfy. In the performance of such work, the Contractor shall be responsible for retaining licensed design professionals, who shall sign and seal all drawings, calculations, specifications and other submittals that the licensed professional prepares. The Contractor shall be responsible for, and GSA shall be entitled to rely upon, the adequacy and completeness of all professional design services provided under this Contract.
- (3) The Contractor shall be responsible for coordinating all activities of subcontractors. This responsibility includes coordination of: preparation of shop drawings produced by different subcontractors where their work interfaces or may potentially conflict or interfere and the installation of such work; scheduling of work by subcontractors; and use of the Project site for staging and logistics.
- (4) Where installation of separate Work components as shown in the Contract Documents will result in conflict or interference between such components or with existing conditions, including allowable tolerances, it is the Contractor's responsibility to bring such conflict or interference to the attention of the Contracting Officer and seek direction before fabrication, construction, or installation of any affected work. If the Contractor fabricates, constructs, or installs any work prior to receiving such direction, the Contractor shall be responsible for all cost and time incurred to resolve or mitigate such conflict or interference.
- (5) Where drawings show work without specific routing, dimensions, locations, or position relative to other work or existing conditions, and such information is not specifically defined by reference to specifications or other information supplied in the Contract Documents, the Contractor is responsible for routing, dimensioning, and locating such work in coordination with other work or existing conditions in a manner consistent with Contract requirements.

GSA Contract No. GS-11-P-16-YT-C-7041

(6) It is not the Contractor's responsibility to ensure that the Contract Documents comply with applicable laws, statutes, building codes and regulations. If it comes to the attention of the Contractor that any of the Contract Documents do not comply with such requirements, the Contractor shall promptly notify the Contracting Officer in writing. If the Contractor performs any of the Work prior to notifying and receiving direction from the Contracting Officer, the Contractor shall assume full responsibility for correction of such work, and any fees or penalties that may be assessed for non-compliance.

(7) The Contractor shall immediately bring to the Contracting Officer's attention any hazardous materials or conditions not disclosed in the Contract Documents discovered by or made known to the Contractor during the performance of the Contract.

(8) The Contractor must submit a safety plan before commencing work.

III.C. Contractor Management and Personnel

FAR 52.236-6, Superintendence by the Contractor, is supplemented as follows:

(1) The Contractor shall employ sufficient management and contract administration resources, including personnel responsible for project management, field superintendence, change order administration, estimating, coordination, inspection, and quality control, to ensure the proper execution and timely completion of the Work. The Contractor shall designate a principal of the firm or other senior management official to provide executive oversight and problem resolution resources to the Project for the life of the Contract.

(2) The Contractor shall employ, and require its subcontractors to employ, qualified personnel to perform the Work. The Government reserves the right to exclude, or remove from the site or building, any personnel for reasons of incompetence, carelessness, or insubordination, who violate rules and regulations concerning conduct on federal property, or whose continued employment on the site is otherwise deemed by the Government to be contrary to the public interest.

(3) Repeated failure or excessive delay by the Contractor to provide qualified personnel shall be deemed a default for the purposes of the Termination for Default clause.

III.D. Project Schedule

(1) The Contractor shall use a Critical Path Method ("CPM") Project Schedule to plan, coordinate, and perform the Work. The Project Schedule shall be produced using widely used, commercially available computer software that is capable of generating and monitoring a CPM schedule and is compatible with Meridian Proliance.® For example, compatible software includes Microsoft Project,® Primavera SureTrak,® and Primavera Project Planner.®

(2) The Project Schedule shall be a rational, reasonable and realistic plan for completing the Work, and conform to requirements specified in this clause and elsewhere in this Contract.

(3) The Contractor understands and acknowledges that the preparation and proper management of the Project Schedule is a material component of the Work, and that the Contract price includes all costs of compliance with Project Schedule requirements.

GSA Contract No. GS-11-P-16-YT-C-7041

(4) The Project Schedule shall depict all activities necessary to complete the Work, including, as applicable, all submittal and submittal review activities, all procurement activities, and all field activities, including mobilization, construction, start-up, testing, balancing, commissioning, and punchlist. Activities shall be sufficiently detailed and limited in duration to enable proper planning and coordination of the Work, effective evaluation of the reasonableness and realism of the Project Schedule, accurate monitoring of progress, and reliable analysis of schedule impacts.

(5) Within thirty (30) days of NTP, or such other time as may be specified herein, the Contractor shall submit its Project Schedule to the Contracting Officer, together with a written narrative describing the major work activities, activities on the critical path, and major constraints underlying the sequence and logic of the Project Schedule. The Contractor shall submit the Project Schedule in both electronic and hardcopy print format.

(6) The Contractor should anticipate that its initial submittal of the Project Schedule shall be subject to review and revision as contemplated by Paragraph (11) of this clause, and the Contractor shall devote sufficient resources for meetings, revisions, and resubmissions of the Project Schedule to address exceptions taken by the Contracting Officer to the initial submittal. The Contractor understands and acknowledges that the purpose of the initial review and resolution of exceptions is to maximize the usefulness of the Project Schedule for the Parties during Contract performance.

(7) Activity durations shall be based upon reasonable and realistic allocation of the resources required to complete each activity, given physical and logistical constraints on the performance of the Work. All logic shall validly reflect physical or logistical constraints on relationships between activities. Except for the first and last activities in the Project Schedule, each activity shall have at least one predecessor and one successor relationship to form a logically connected network plan from NTP to the Contract Completion date.

(8) The Project Schedule shall incorporate milestone events specified in the Contract, including, as applicable, NTP, Substantial Completion, and milestones related to specified work phases and site restrictions. The Project Schedule shall also include Contractor-defined milestones to identify target dates for critical events, based upon the Contractor's chosen sequence of work.

(9) Unless a shorter period for updates is specified elsewhere, the Contractor shall update the Project Schedule monthly to reflect its actual progress in completing the Work, and submit the updated Project Schedule to the Contracting Officer within five (5) working days of the end of each month or other specified period.

(10) If the Contractor revises the Project Schedule after initial submission, the Contractor shall provide in writing to the Contracting Officer a narrative describing the substance of the revision, the rationale for the revision, and the impact of the revision on the projected Substantial Completion date and the available float for all activities. The Contractor shall only revise prospective activities, durations and logic, but addition of detail to prospective activities shall not be deemed a revision if the overall duration of the detailed activity does not change.

(11) If at any time the Contracting Officer finds that the Project Schedule does not comply with any Contract requirement, the Contractor shall, upon written notice of exceptions taken by the Contracting Officer, revise the Project Schedule, adjust activity progress, or provide sufficient information demonstrating compliance. Regardless of whether the Contracting Officer takes any such exception, the Contractor shall not be relieved of its responsibility for the rationality,

GSA Contract No. GS-11-P-16-YT-C-7041

reasonableness or realism of the Project Schedule, or its responsibility to achieve Substantial Completion within the time specified by this Contract.

(12) If the Contractor fails to sufficiently address the Contracting Officer's exceptions to the Project Schedule within thirty (30) calendar days of written notice of same, the Contracting Officer may withhold retainage until the Project is Substantially Complete or until such time as the Contractor has complied with Project Schedule requirements.

(13) The Contracting Officer shall be entitled, but not required, to rely upon the Project Schedule to evaluate the Contractor's progress, evaluate entitlement to extensions of time and determine the criticality or float of any activities described in such Project Schedule.

III.E. Extensions of Time

FAR 52.211-13, Time Extensions, is supplemented as follows:

(1) If the Contractor requests an extension of the time for Substantial Completion, the Contractor shall base its request on analysis of time impact using the Project Schedule as its baseline, and shall propose as a new Substantial Completion date to account for the impact. The Contractor shall submit a written request to the Contracting Officer setting forth facts and analysis in sufficient detail to enable the Contracting Officer to evaluate the Contractor's entitlement to an extension of time.

(2) The Contractor shall only be entitled to an extension of time to the extent that (a) Substantial Completion of the Work is delayed by causes for which the Contractor is not responsible under this Contract, and (b) the actual or projected Substantial Completion date is later than the date required by this Contract for Substantial Completion.

(3) The Contractor shall not be entitled to an extension of time if the Contractor has not updated the Project Schedule in accordance with this Contract.

(4) The Government shall not be liable for any costs to mitigate time impacts incurred by the Contractor that occur less than 30 calendar days after the date the Contractor submits a request for extension of time in compliance with this clause.

III.F. Interpretation of Specifications and Drawings

FAR 52.236-21, Specifications and Drawings for Construction, and GSAR 552.236-77, Specifications and Drawings, are supplemented as follows:

(1) Different requirements within the Contract Documents shall be deemed inconsistent only if compliance with both cannot be achieved.

(2) Unless otherwise noted, the drawings shall be interpreted to provide for a complete construction, assembly, or installation of the Work, without regard to the detail with which material components are shown in the drawings.

III.G. Submittals

FAR 52.236-21, Specifications and Drawings for Construction, GSAR 552.236-78, Shop Drawings, Coordination Drawings, and Schedules, and GSAR 552.236-79, Samples are supplemented as follows:

GSA Contract No. GS-11-P-16-YT-C-7041

(1) The Contractor shall prepare and submit to the Contracting Officer shop drawings, samples, calculations, product information, mockups, and other submittals (collectively, "submittals") demonstrating compliance with Contract requirements for all Work components as specified elsewhere in this Contract. If particular submittal requirements are not specified for a component of the Work, the Contractor shall prepare submittals for such Work as directed by the Contracting Officer.

(2) The Contractor shall not proceed with work or procure products or materials described or shown in submittals until the Contracting Officer has indicated approval of the submittal. Any work or activity undertaken prior to approval shall be at the Contractor's risk; should the Contracting Officer subsequently determine that the work or activity does not comply with the Contract, the Contractor shall be responsible for all cost and time required to comply with the Contracting Officer's determination. The Contracting Officer shall have the right to order the Contractor to cease execution of work for which submittals have not been approved. The Government shall not be liable for any cost or delay incurred by the Contractor attributable to the proper exercise of this right.

(3) The Contractor shall be entitled to receive notice of action on submittals within a reasonable time, given the volume or complexity of the submittals and the criticality of the affected activities to Substantial Completion as may be indicated in the Project Schedule. The Contractor shall not be entitled to receive notice of action on submittals containing variations from Contract requirements in less than twenty (20) working days.

(4) Sustainable Purchasing Submittals.

To simplify compliance with the Federal sustainable purchasing requirements set forth in FAR Parts 11 and 23, PBS has identified those products ("Key Sustainable Products" or "KSPs") that are used most frequently in its contracts and developed sustainability standards for those products that meet all Federal requirements. The Contractor must show compliance with the KSP standards, where KSPs are furnished by the Contractor in performance of the work.

Where KSPs are provided by the Contractor, the Contractor must submit specific documentation of compliance with all applicable sustainable attributes. Acceptable documentation includes manufacturer specification sheets; technical data sheets; product data sheets; environmental product declarations; manufacturer submittal sheets; and manufacturer letters. Key Sustainable Products listed in the Green Procurement Compilation at <https://sftool.gov/green-products/1037/key-sustainable-products?agency=9> have been pre-certified; for these products, correctly-dated screenshots showing each applicable product on the list are sufficient.

The Contractor must submit compliance documentation to the Contracting Officer at the time designated in this Contract for submittals generally. If no other submittals are required as part of this Contract, the Contractor shall submit proof of KSP compliance at least 10 business days before the start of work. The Contractor shall send KSP submittals electronically where possible and the words "KSP product submittal" included in filenames.

The Key Sustainable Products and associated standards are listed in the table below.

PBS Key Sustainable Products and Standards Construction Materials

GSA Contract No. GS-11-P-16-YT-C-7041

<i>Product</i>	<i>Sustainability Standard</i>
Nylon carpet	NSF 140 Gold certification and ≥ 10% post-consumer recovered content
Interior latex paint	≤ 50 grams per liter (g/L) VOCs post-tint (i.e. SCAQMD Rule 1113 standard)
Gypsum board	Greenguard Gold certification
Acoustical ceiling tiles	Meets the California Section 01350 standard for low-VOC materials and Total recycled content ≥ 20% and Recyclable in a closed loop process and USDA Certified BioPreferred and Environmental Product Declaration (EPD) available
Concrete (ready-mix and site-mix)	≥ 15% fly ash or ≥ 25% ground granulated blast-furnace (GGBF) slag

Compliance with the KSP standards does not relieve the Contractor from compliance with any other sustainability requirement of this Contract.

III.H. Substantial Completion and Contract Completion

FAR 52.211-10, Commencement, Prosecution, and Completion of Work, FAR 52.211-12, Liquidated Damages (Construction), and GSAR 552.246-72, Final Inspection and Tests, are supplemented as follows:

(1) For the purposes of FAR 52.211-10, Commencement, Prosecution and Completion of Work, and FAR 52.211-12, Liquidated Damages (Construction), the Work shall be deemed complete when it is "Substantially Complete." The Work shall be deemed "Substantially Complete" if and only if the Contractor has completed the Work and related Contract obligations in accordance with the Contract Documents, such that the Government may enjoy the intended access, occupancy, possession, and use of the entire Work without impairment due to incomplete or deficient work, and without interference from the Contractor's completion of remaining work or correction of deficiencies in completed work. In no event shall the Work be deemed Substantially Complete if all fire and life safety systems are not tested and accepted by the Authority Having Jurisdiction, where such acceptance is required under the Contract.

(2) With reasonable advance notice, the Contractor shall submit to the Contracting Officer a written proposal recommending a Substantial Completion date (Notice of Substantial Completion). The Contracting Officer shall conduct inspections and make a determination of Substantial Completion within a reasonable time. If the Contracting Officer takes exception to

GSA Contract No. GS-11-P-16-YT-C-7041

the Notice of Substantial Completion, the Contractor shall be entitled to a written notice of conditions precluding determination of Substantial Completion.

(3) The Contractor shall only be entitled to an extension of time to address such conditions if, and to the extent that, the Contracting Officer provides notice of such conditions more than thirty (30) calendar days after receipt of the Notice of Substantial Completion.

(4) Substantial Completion shall be established by the Contracting Officer's issuance of a written determination specifying the date upon which the Work is Substantially Complete.

(5) The Contract is complete (Contract Completion) if and only if the Contractor has completed all Work and related Contract obligations, corrected all deficiencies and all punch list items, and complied with all conditions for final payment.

(6) Unless otherwise specifically noted, or otherwise clear from context, all references in this Contract to "acceptance" shall refer to issuance of a written determination of Substantial Completion.

(7) The Contractor shall not be entitled to final payment or release of any retainage held by the Government until after Contract Completion. If the Contractor does not achieve Contract Completion within the time required by this Contract, the Government shall be entitled, after providing notice to the Contractor, to complete any work remaining unfinished. The Contractor shall be liable to the Government for all costs incurred by the Government to complete such work.

III.I. Use and Possession Prior to Substantial Completion

FAR 52.236-11, Use and Possession Prior to Completion, is supplemented as follows:

Exercise by the Government of the right conferred by FAR 52.236-11 shall not relieve the Contractor of responsibility for completing any unfinished components of the Work.

III.J. Finality of Contract Modifications

As set forth elsewhere in this Contract, the Contractor is entitled to additional consideration under certain conditions, including the issuance of change orders. It is the Contractor's duty to include in proposals for equitable adjustment or other consideration all compensation to which it may be entitled, including cost and time. Unless otherwise explicitly stated in a modification to the Contract providing such consideration, adjustments to the Contract price or time agreed upon therein shall be deemed to provide all compensation to which the Contractor is entitled, and shall constitute final settlement of the Contractor's entitlement to compensation on account of the change or other condition giving rise to the modification.

III.K. Liquidated Damages

FAR 52.211-12, Liquidated Damages is supplemented as follows:

(1) The Contractor acknowledges that time is of the essence for the performance of the Work, and that determining actual damages from delay would be extremely difficult and impractical. If the Contractor fails to achieve Substantial Completion of the Work within the time specified in this Contract, the Contractor shall be liable to the Government for liquidated damages at the rate specified in Section I (Project Information), paragraph entitled, "*Liquidated Damages Rate*," for each calendar day following the required completion date that the Work is not Substantially Complete.

GSA Contract No. GS-11-P-16-YT-C-7041

(2) If the Contract requires different completion dates for different phases or portions of the Work, the Contractor shall be liable for liquidated damages at the specified rate for each calendar day following the required completion date that the phase or portion of Work is not Substantially Complete. If a single rate is specified, the specified rate shall be apportioned between the different phases or portions of the Work.

(3) If the Government elects to accept any portion of the Work not specifically designated as a phase or portion of Work with its own required completion date, the liquidated damage rate shall be apportioned between accepted work and uncompleted work, and the Contractor's liability for liquidated damages shall be computed accordingly.

III.L. Insurance Requirements]

(1) The Contractor shall obtain and maintain for the entire life of the Contract, in addition to any insurance required by law, the following minimum kinds and amounts of insurance required pursuant to FAR clause 52.228-5, Insurance – Work on a Government Installation, and GSAR 552.228-5, Government as Additional Insured.

(a) Workers' compensation insurance in the amount required by the jurisdiction in which the Contract is performed. The Contractor shall obtain Employers' liability coverage of at least \$2,000,000. If occupational diseases are not covered by workers' compensation insurance, Employers' liability coverage shall include occupational diseases.

(b) Broad form comprehensive commercial general liability insurance in the amount of at least \$5,000,000 per occurrence. Such insurance shall include, but not be limited to, contractual liability, bodily injury and property damage.

(c) Comprehensive automobile liability covering the operation of all automobiles used in connection with performing the Contract in the amount of at least \$1,000,000 per person and \$2,500,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.

(2) The Contractor shall promptly provide to the Contracting Officer proof that it has obtained insurance required by the Contract in the form of certificates of insurance. The Contractor shall submit to the Contracting Officer all renewal certificates issued during the life of this Contract immediately upon issuance.

III.M. Order of Precedence

Different requirements within this Contract shall be deemed inconsistent only if compliance with both cannot be achieved. In case of inconsistency between Contract Documents, the following order of precedence shall apply:

- (1) Section IV of the Agreement
- (2) Sections I, II, and III of the Agreement
- (3) The Statement of Work
- (4) The Specifications
- (5) The Drawings
- (6) Exhibits and Other Attachments

GSA Contract No. GS-11-P-16-YT-C-7041

III.N. Administrative Matters

(1) *Project Meetings.* The Contractor shall attend a preconstruction conference and shall participate in regularly scheduled Project meetings.

(2) *Schedule of Values.* The Contractor shall prepare and submit for approval a detailed cost breakdown of the Contract price, to be referred to as the Schedule of Values, assigning values to each component of the Work. Values must include all direct and indirect costs, although a separate value for bond costs may be established. The Schedule of Values must contain sufficient detail to enable the Contracting Officer to evaluate applications for payment. If this Contract requires that the Project Schedule be cost loaded, the Schedule of Values will be derived from the Project Schedule.

(3) *Payments.* FAR clause 52.232-5, Payments under Fixed-Price Construction Contracts, is supplemented as follows:

(a) Before submitting a request for payment, the Contractor shall attend preinvoice payment meetings each month, as scheduled, with the designated Government representative for the purpose of facilitating review and approval of payment requests. Payment meetings may be conducted in person or by telephone. The Contractor shall provide documentation to support the prospective payment request.

(b) The Contractor shall submit its invoices to the Contracting Officer. Separate payment requests shall be submitted for progress payments, payments of retainage, and partial or final payments.

(c) If the invoice does not meet the requirements of FAR Clause 52.232-27 (a)(2) and the requirements specified in Subparagraphs (3)(a),(d),(e),and(f) of the Administrative Matters clause, the Contracting Officer may return the invoice to the Contractor without payment for correction. If the Contracting Officer disputes the requested payment amount, the Government may pay the portion of the requested payment that is undisputed.

(d) Invoices shall be submitted in an original and two (2) copies to the designated billing office specified in this Contract or in individual delivery/work orders.

(e) Invoices must include the Account Document Number (ADN) assigned at award.

(f) The Contractor shall submit the following information or documentation with each invoice:

(i) GSA Form 184A and/or 184B - Construction Progress Report (Construction Phases Only) or AIA Form G702, including the updated Schedule of Values upon which the payment request is based;

(ii) GSA Form 2419 - Certification of Progress Payments Under Fixed-Price Construction Contract;

(iii) The payment terms that apply for the particular services rendered;

(iv) Additional documentation:

"NA."

GSA Contract No. GS-11-P-16-YT-C-7041

(g) GSA will not be obligated to issue final payment unless the Contractor has furnished to the Contracting Officer a release of claims against the Government relating to this Contract, and submitted all required product warranties, as-built drawings, operating manuals, and other items as specified in the Contract. The Contractor may reserve from the release specific claims only if such claims are explicitly identified with stated claim amounts. All release forms must bear the original signature of the signer and must be affixed with the Contractor's corporate seal or the seal of a Notary Public.

(4) *Prompt Payment.* In accordance with FAR clause 52.232-27, the period for payments is as follows:

- (a) Progress Payments: 14 days
- (b) Subsequent Subcontractor Payments: 7 days

(5) *Payment Information.* The General Services Administration (GSA) makes information on contract payments available electronically at <http://www.finance.gsa.gov>. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

(6) *Security Clearances.* Contractor shall comply with the following requirements pertaining to security clearances:

(a) All personnel performing work under the Contract on the Project site must obtain an Enter on Duty (EOD) determination before they will be granted access to the site.

(b) To obtain an EOD determination, Contractor shall submit for all such personnel fingerprints on Form SF87 and a completed Contractor Information Worksheet (CIW). Detailed information is available at <http://www.gsa.gov/portal/category/107203>. USAccess Credentialing Centers can be located at <http://www.fedidcard.gov/centerlist.aspx>.

(c) In addition, all such personnel who will be on site 6 months or longer must apply for and receive clearance in accordance with Homeland Security Presidential Directive 12 (HSPD-12). See Section IV, *Contract Clauses*, GSAR 552.204-9.

(7) *Safeguarding and Dissemination of Sensitive But Unclassified (SBU) Building Information.* This clause applies to all recipients of SBU building information, including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

(a) *Marking SBU.* Contractor-generated documents that contain building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the Contracting Officer (CO) may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

(b) *Authorized recipients.*

(i) Building information designated SBU must be protected with access strictly controlled and limited to those individuals having a legitimate business need to know such information. Those with a need to know may include Federal, State and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active"

GSA Contract No. GS-11-P-16-YT-C-7041

in the System for Award Management (SAM) database at www.sam.gov and have a legitimate business need to know such information. If a subcontractor is not registered in the SAM and has a need to possess SBU building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor shall keep this information related to the subcontractor for the duration of the contract and subcontract.

(ii) All GSA personnel and Contractors must be provided SBU building information when needed for the performance of official Federal, State, and local government functions, such as for code compliance reviews and for the issuance of building permits. Public safety entities such as fire and utility departments may require access to SBU building information on a need to know basis. This clause must not prevent or encumber the dissemination of SBU building information to public safety entities.

c. Dissemination of SBU building information:

(i) By electronic transmission. Electronic transmission of SBU information outside of the GSA network must use session encryption (or alternatively, file encryption). Encryption must be via an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules per GSA policy.

(ii) By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include, but are not limited to CDs, DVDs, and USB drives. Nonelectronic forms of SBU building information include paper documents, among other formats.

1) By mail. Contractors must utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

2) In person. Contractors must provide SBU building information only to authorized recipients with a need to know such information. Further information on authorized recipients is found in Section 2 of this clause.

d. Record keeping. Contractors must maintain a list of all entities to which SBU is disseminated, in accordance with sections 2 and 3 of this clause. This list must include at a minimum: (1) the name of the State, Federal, or local government entity, utility, or firm to which SBU has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the SBU building information, with access strictly controlled and limited to those individuals having a legitimate business need to know such information; (3) contact information for the named individual; and (4) a description of the SBU building information provided. Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and/or suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

e. Safeguarding SBU documents. SBU building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a legitimate business need to know such information. GSA contractors and subcontractors must not take SBU building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a legitimate business need to know.

GSA Contract No. GS-11-P-16-YT-C-7041

f. Destroying SBU building information. When no longer needed, SBU building information must be destroyed so that marked information is rendered unreadable and incapable of being restored, in accordance with guidelines provided for media sanitization within GSA CIO IT Security 06-32, Media Sanitization Guide and Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization. Alternatively, SBU building information may be returned to the CO.

g. Notice of disposal. The contractor must notify the CO that all SBU building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 6 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term. The contractor may return the SBU documents to the CO rather than destroying them.

h. Incidents. All improper disclosures of SBU building information must be immediately reported to the CO at <insert address and contact information> . If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

i. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

III.O. Non-Compliance with Contract Requirements

In the event the Contractor, after receiving written notice from the Contracting Officer of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of Contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

III.P. Safeguarding Sensitive Data and Information Technology Resources

In accordance with FAR 39.105, this section is included in the contract. This section applies to all users of sensitive data and information technology (IT) resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers. The following GSA policies must be followed. These policies can be found at <http://www.gsa.gov/directives>.

1. CIO P 2100.1 GSA Information Technology (IT) Security Policy
2. CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
3. CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
4. CIO 2104.1A GSA Information Technology IT General Rules of Behavior

GSA Contract No. GS-11-P-16-YT-C-7041

5. CIO 2105.1 B GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
6. CIO 2106.1 GSA Social Media Policy
7. CIO 2107.1 Implementation of the Online Resource Reservation Software
8. CIO 2160.4 Provisioning of Information Technology (IT) Devices
9. CIO 2162.1 Digital Signatures
10. CIO P 2165.2 GSA Telecommunications Policy
11. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
12. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
13. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
14. CIO IL-13-01 Mobile Devices and Applications
15. CIO IL-14-03 Information Technology (IT) Integration Policy
16. HCO 9297.1 GSA Data Release Policy
17. HCO 9297.2B GSA Information Breach Notification Policy
18. ADM P 9732.1 D Suitability and Personnel Security

The contractor and subcontractors must insert the substance of this section in all subcontracts.

IV. Contract Clauses

[

IV.A. Clauses Incorporated In Full Text**(1) FAR 52.222-99 Establishing a Minimum Wage for Contractor (JUL 2014) (DEVIATION)**

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov

GSA Contract No. GS-11-P-16-YT-C-7041

(or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(2) FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (JUL 2012)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

GSA Contract No. GS-11-P-16-YT-C-7041

(3) FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 08)

(a) *Definitions.* As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this Contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

(4) GSAR 552.204-9 Personal Identity Verification Requirements (OCT 2012)

(a) The contractor shall comply with GSA personal identity verification requirements, identified at <http://www.gsa.gov/hspd12>, if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

(5) GSAR 552.252-6 Authorized Deviations in Clauses (Deviation FAR 52.252-6) (SEP 99)

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) “Substantially the same as” clauses. Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(6) Buy American Requirements

(1) FAR 52.225-9 Buy American—Construction Materials (MAY 2014)

(a) *Definitions.* As used in this clause—

GSA Contract No. GS-11-P-16-YT-C-7041

"Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. 40102(4)), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means—

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

"none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

GSA Contract No. GS-11-P-16-YT-C-7041

**Foreign and Domestic Construction Materials Price
Comparison**

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information. * Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

GSA Contract No. GS-11-P-16-YT-C-7041

IV.B. Clauses Incorporated by Reference

The following FAR/GSAR clauses are supplemented in Section III, Terms and Conditions: 52.211-10, 52.211-12, 52.211-13, 52.228-5, 52.232-5, 52.232-27, 52.236-6, 52.236-11, 52.236-21, 552.228-5, 552.236-77, 552.236-78, 552.236-79 and 552.246-72.

(1) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may also be accessed electronically at this address:

<http://www.acquisition.gov/comp/far/index.html>

(2) Federal Acquisition Regulation (FAR) Clauses:

NUMBER	TITLE	DATE
52.202-1	Definitions	NOV 13
52.203-3	Gratuities	APR 84
52.203-5	Covenant Against Contingent Fees	JUN 14
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 06
52.203-7	Anti-Kickback Procedures	MAY 14
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 14
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 14
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 10
52.203-13	Contractor Code of Business Ethics and Conduct	APR 10
52.203-14	Display of Hotline Poster(s) (Applies if Contract is Greater than \$5 Million or Performance Period is Greater than 120 Days)	DEC 07
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 14
52.204-2	Security Requirements	AUG 96
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 11
52.204-7	System for Award Management	JUL 13
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 13
52.204-13	System for Award Management Maintenance	JUL 13

GSA Contract No. GS-11-P-16-YT-C-7041

52.204-14	Service Contract Reporting Requirements (Applies to contracts estimated total value of \$500,000 or greater)	JAN 14
52.204-18	Commercial and Government Entity Code Maintenance	NOV 14
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 14
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	AUG 13
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 13
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	DEC 14
52.211-10	Commencement, Prosecution, and Completion of Work	APR 84
52.211-12	Liquidated Damages—Construction (If Applicable)	SEP 00
52.211-13	Time Extensions	SEP 00
52.211-18	Variation in Estimated Quantity	APR 84
52.215-2	Audit and Records-Negotiation	OCT 10
52.215-10	Price Reduction for Defective Cost or Pricing Data	AUG 11
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	AUG 11
52.215-12	Subcontractor Cost or Pricing Data	OCT 10
52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 10
52.215-15	Pension Adjustments and Asset Reversions	OCT 10
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 97
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 05
52.219-8	Utilization of Small Business Concerns	OCT 14
52.219-14	Limitations on Subcontracting	NOV 11
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 13
52.222-3	Convict Labor	JUN 03
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	MAY 14
52.222-6	Construction Wage Rate Requirements	MAY 14
52.222-7	Withholding of Funds	MAY 14
52.222-8	Payrolls and Basic Records	MAY 14

GSA Contract No. GS-11-P-16-YT-C-7041

52.222-9	Apprentices and Trainees	JUL 05
52.222-10	Compliance with Copeland Act Requirements	FEB 88
52.222-11	Subcontracts (Labor Standards)	MAY 14
52.222-12	Contract Termination—Debarment	MAY 14
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 14
52.222-14	Disputes Concerning Labor Standards	FEB 88
52.222-15	Certification of Eligibility	MAY 14
52.222-21	Prohibition of Segregated Facilities	APR 15
52.222-26	Equal Opportunity	APR 15
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 15
52.222-35	Equal Opportunity for Veterans	JUL 14
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 14
52.222-37	Employment Reports on Veterans	JUL 14
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 10
52.222-50	Combating Trafficking in Persons	MAR 15
52.222-54	Employment Eligibility Verification	AUG 13
52.222-55	Minimum Wages Under Executive Order 13658	DEC 14
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 97
	Alternate I	JUL 95
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 11
52.223-6	Drug-Free Workplace	MAY 01
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 07
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 08
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 11
52.224-1	Privacy Act Notification	APR 84
52.224-2	Privacy Act	APR 84

GSA Contract No. GS-11-P-16-YT-C-7041

52.223-19	Compliance with Environmental Management Systems	MAY 11
52.225-13	Restrictions on Certain Foreign Purchases	JUN 08
52.227-1	Authorization and Consent	DEC 07
52.227-2	Notice and Assistance Regarding Patent and Copyright	DEC 07
52.227-4	Patent Indemnity—Construction Contracts	DEC 07
52.228-2	Additional Bond Security	OCT 97
52.228-5	Insurance—Work on a Government Installation	JAN 97
52.228-11	Pledges of Assets	JAN 12
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 14
52.228-14	Irrevocable Letter of Credit	NOV 14
52.228-15	Performance and Payment Bonds—Construction	OCT 10
52.229-3	Federal, State, and Local Taxes	FEB 13
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 14
52.232-17	Interest	MAY 14
52.232-23	Assignment of Claims	MAY 14
52.232-27	Prompt Payment for Construction Contracts	MAY 14
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	JUL 13
52.232-39	Unenforceability of Unauthorized Obligations	JUN 13
52.232-40	Provide Accelerated Payments to Small Business Subcontractors	DEC 13
52.233-1	Disputes	MAY 14
	Alternate I	DEC 91
52.233-3	Protest after Award	AUG 96
52.233-4	Applicable Law for Breach of Contract Claim	OCT 04
52.236-2	Differing Site Conditions	APR 84
52.236-3	Site Investigation and Conditions Affecting the Work	APR 84
52.236-5	Material and Workmanship	APR 84
52.236-6	Superintendence by the Contractor	APR 84
52.236-7	Permits and Responsibilities	NOV 91
52.236-8	Other Contracts	APR 84

GSA Contract No. GS-11-P-16-YT-C-7041

52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 84
52.236-10	Operations and Storage Areas	APR 84
52.236-11	Use and Possession Prior to Completion	APR 84
52.236-12	Cleaning Up	APR 84
52.236-13	Accident Prevention Alternate I	NOV 91
52.236-14	Availability and Use of Utility Services	APR 84
52.236-17	Layout of Work	APR 84
52.236-21	Specifications and Drawings for Construction	FEB 97
52.242-13	Bankruptcy	JUL 95
52.242-14	Suspension of Work	APR 84
52.243-4	Changes	JUN 07
52.244-6	Subcontracts for Commercial Items	APR 15
52.245-1	Government Property Alternate 1	APR 12
52.245-9	Use and Charges	APR 12
52.246-12	Inspection of Construction	AUG 96
52.246-21	Warranty of Construction	MAR 94
52.248-3	Value Engineering—Construction	OCT 10
52.249-2	Termination for Convenience of the Government (Fixed-Price) Alternate I	APR 12 SEP 96
52.249-10	Default (Fixed-Price Construction)	APR 84
52.253-1	Computer Generated Forms	JAN 91

(3) GSA Acquisition Regulation (GSAR) Clauses:

NUMBER	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 99
552.211-72	References to Specifications in Drawings	FEB 96
552.215-70	Examination of Records by GSA	FEB 96
552.227-70	Government Rights (Unlimited)	MAY 89

GSA Contract No. GS-11-P-16-YT-C-7041

552.228-5	Government as Additional Insured	MAY 09
552.229-70	Federal, State, and Local Taxes	APR 84
552.236-70	Definitions	APR 84
552.236-71	Authorities and Limitations	APR 84
552.236-74	Working Hours	APR 84
552.236-75	Use of Premises	APR 84
552.236-76	Measurements	APR 84
552.236-77	Specifications and Drawings	SEP 99
552.236-78	Shop Drawings, Coordination Drawings, and Schedules	SEP 99
552.236-79	Samples	APR 84
552.236-80	Heat	APR 84
552.236-82	Subcontracts	APR 84
552.243-71	Equitable Adjustments	JAN 09
552.246-72	Final Inspection and Tests	SEP 99

(4) 8(a) Set-Aside

This contract is an 8(a) Set-Aside; the following clause is incorporated by reference:

552.219-74 Section 8(a) Direct Award

In accordance with 552.219-74, the cognizant SBA district office is:
Baltimore District Office

IV.C. Subcontract Requirements

The Contractor is advised that many FAR, GSAR and other Agreement clauses are required to be flowed down to subcontracts. Clauses containing flow down requirements include, but may not be limited to, those listed below. The Contractor is responsible for ensuring that all necessary flow-down clauses are included in all subcontracts.

(1) FAR Clauses:

NUMBER	TITLE	DATE
	Applicable Buy American Clause (See Buy American Requirements under "Clauses Incorporated in Full Text" in Section IV)	

GSA Contract No. GS-11-P-16-YT-C-7041

52.203-7	Anti-Kickback Procedures	MAY 14
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 14
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 10
52.203-13	Contractor Code of Business Ethics and Conduct	APR 10
52.203-14	Display of Hotline Poster(s) (Applies if Contract is Greater than \$5 Million or Performance Period is Greater than 120 Days)	DEC 07
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 13
52.204-14	Service Contract Reporting Requirements (Applies to contracts estimated total value of \$500,000 or greater)	JAN 14
52.215-2	Audit and Records-Negotiation	OCT 10
52.215-12	Subcontractor Cost or Pricing Data	OCT 10
52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 10
52.215-15	Pension Adjustments and Asset Reversions	OCT 10
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 05
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	MAY 14
52.222-6	Construction Wage Rate Requirements	MAY 14
52.222-7	Withholding of Funds	MAY 14
52.222-8	Payrolls and Basic Records	MAY 14
52.222-9	Apprentices and Trainees	JUL 05
52.222-10	Compliance with Copeland Act Requirements	FEB 88
52.222-11	Subcontracts (Labor Standards)	MAY 14
52.222-12	Contract Termination—Debarment	MAY 14
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 14
52.222-14	Disputes Concerning Labor Standards	FEB 88
52.222-15	Certification of Eligibility	MAY 14

GSA Contract No. GS-11-P-16-YT-C-7041

52.222-21	Prohibition of Segregated Facilities	APR 15
52.222-26	Equal Opportunity	APR 15
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 15
52.222-35	Equal Opportunity for Veterans	JUL 14
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 14
52.222-37	Employment Reports on Veterans	JUL 14
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 10
52.222-50	Combating Trafficking in Persons	FEB 09
52.222-54	Employment Eligibility Verification	AUG 13
52.222-55	Minimum Wages Under Executive Order 13658	DEC 14
52.223-6	Drug-Free Workplace	MAY 01
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 07
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 08
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 11
52.223-19	Compliance with Environmental Management Systems	MAY 11
52.225-13	Restrictions on Certain Foreign Purchases	JUN 08
52.227-1	Authorization and Consent	DEC 07
52.228-5	Insurance—Work on a Government Installation	JAN 97
52.236-13	Accident Prevention Alternate I	NOV 91

(2) GSA Acquisition Regulation (GSAR) Clauses:

NUMBER	TITLE	DATE
552.215-70	Examination of Records by GSA	FEB 96

(3) Agreement Clauses:

In Section III of this contract, *Sensitive But Unclassified (SBU) Building Information* and *Safeguarding Sensitive Data and information Technology Resources*. (Terms and Conditions)

General Decision Number: DC160002 07/08/2016 DC2

Superseded General Decision Number: DC20150002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/19/2016
3	05/20/2016
4	06/03/2016
5	06/10/2016
6	06/17/2016
7	07/01/2016
8	07/08/2016

ASBE0024-007 10/01/2015

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 34.33	13.92

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

ASBE0024-008 10/01/2015

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 21.61	5.54

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation

materials, whether they contain asbestos or not, from
mechanical systems

ASBE0024-014 10/01/2015

	Rates	Fringes
FIRESTOPPER.....	\$ 26.81	5.98

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

BRDC0001-002 05/03/2015

	Rates	Fringes
BRICKLAYER.....	\$ 30.36	9.69

CARP0177-003 01/01/2016

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 27.56	9.18

CARP0179-001 05/01/2016

	Rates	Fringes
PILEDRIVERMAN.....	\$ 29.19	9.45

CARP1548-001 04/01/2015

	Rates	Fringes
MILLWRIGHT.....	\$ 31.99	9.28

ELEC0026-016 06/06/2016

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 43.70	16.06

ELEC0026-017 09/01/2014

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 27.05	8.58

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEV0010-001 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 41.90	29.985+a+b
a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.		
b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.		

IRON0005-005 06/01/2016

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 30.85	19.435

IRON0201-006 05/01/2016

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.90	19.13

LABO0657-015 06/01/2015

	Rates	Fringes
LABORER: Skilled.....	\$ 22.63	7.31

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that

is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, demolition.

 MARB0002-004 05/01/2016

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 35.91	16.17

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)

 MARB0003-006 05/01/2016

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 27.25	10.68

 MARB0003-007 05/01/2016

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 22.46	9.75

 MARB0003-008 05/01/2016

	Rates	Fringes
TILE SETTER.....	\$ 27.25	10.68

 MARB0003-009 05/01/2016

	Rates	Fringes
TILE FINISHER.....	\$ 22.46	9.75

 PAIN0051-014 06/01/2014

	Rates	Fringes
GLAZIER		
Glazing Contracts \$2 million and under.....	\$ 24.77	9.85
Glazing Contracts over \$2 million.....	\$ 28.61	9.85

 PAIN0051-015 06/01/2014

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher.....	\$ 24.89	9.05

PLAS0891-005 07/01/2013

	Rates	Fringes
PLASTERER.....	\$ 28.33	5.85

PLAS0891-006 02/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.61

PLAS0891-007 08/01/2015

	Rates	Fringes
FIREPROOFER		
Handler.....	\$ 16.50	4.59
Mixer/Pump.....	\$ 18.50	4.59
Sprayer.....	\$ 23.00	4.59

Spraying of all Fireproofing materials. Hand application of Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

 PLUM0005-010 08/01/2015

	Rates	Fringes
PLUMBER.....	\$ 39.67	16.60+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

 PLUM0602-008 08/01/2015

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 38.89	19.97+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

ROOF0030-016 05/01/2016

	Rates	Fringes
ROOFER.....	\$ 28.75	11.74

SFDC0669-002 04/01/2016

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 33.40	18.52

* SHEE0100-015 07/01/2016

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 40.27	17.24+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04	2.80
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40	2.85

LABORER: Mason Tender for pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....\$ 11.67

POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or

cement.....\$ 18.88

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Callahan Enterprises

AKA Callahan Construction Company, Inc.
8(a) SBA Certified, Native American Owned, MBE/DBE
MDOT Certified, VDOT Certified, DDOT Certified, MHIC #79184
570 Mayo Road
Edgewater, MD 21037
Phone: 410-798-0740
(b) (6) .@verizon.net
(b) (6) @Callahan-Enterprises.com

We propose to furnish the following labor and materials to perform the following work:

(b) (4)



(b) (4)



Terms and Conditions

(b) (4)



Callahan Enterprises

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NEW EQUIPMENT SHED

We propose to furnish the following labor and materials to perform the following work:

(b) (4)



(b) (4)



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OLD EQUIPMENT SHED

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(b) (4)



(b) (4)



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U BUILDING

We propose to furnish the following labor and materials to perform the following work:

(b) (4)



(b) (4)

